

Attachment 6. Financial Responsibility

COMMON POLICY DECLARATIONS

Colony Insurance Company
8720 Stony Point Parkway, Suite 400
Richmond, Virginia 23235

POLICY NUMBER
(b) (6)

RENEWAL OF:
(b) (6)

1. NAMED INSURED AND MAILING ADDRESS:

930 Port Street, Inc.
dba Commercial Fuel Systems In
28102 Baileys Neck Road
Easton, MD 21601

PRODUCER:
DANA Ins and Risk Mgmt
9-B West Ridgely Rd #100
Timonium, MD 21093

2. POLICY PERIOD: From 09/20/17 to 09/20/18 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS

Storage Tank Pollution Liability Coverage Part

PREMIUM
(b) (6)

Premium charge for coverage of certified acts of terrorism
(Per Policyholder Disclosure TRIA Notice ENV attached.)

Coverage for certified acts of terrorism has been rejected; exclusion attached.
(Per Policyholder Disclosure TRIA Notice ENV attached.)



ISSUED 9/14/17

Premium shown is payable at inception.

Total Policy Premium: (b) (6)

4. FORMS APPLICABLE TO ALL COVERAGES:

See Form U001 - Schedule of Forms and Endorsements

5. BUSINESS DESCRIPTION: PETRO MARKETER

Countersigned: 9/14/17
Date

By: Arthur Davis
Authorized representative

DCJ6550 ENV (12/00)

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Insured: 930 Port Street, Inc. dba Commercial Fuel Systems In
Policy Number: (b) (6)

U001 (10/04)

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE
FORMS APPLICABLE -	COMMON POLICY DECLARATIONS
DCJ6550ENV-1200	COMMON POLICY DECLARATIONS
EU163B-0711	CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION
PRIVACYNOTICE-0213	PRIVACY NOTICE
SIGCIC-1013	SIGNATURE PAGE
TRIANOTICEENV-0108	POLICYHOLDER DISCLOSURE-NOTICE OF TERRORISM INSURANCE COVERAGE
U002AENV-0812	MINIMUM PREMIUM
U094-0613	SERVICE OF SUIT
FORMS APPLICABLE -	STORAGE TANK POLLUTION LIABILITY COVERAGE PART
DCJ6553PP-1200	STORAGE TANK POLLUTION LIABILITY COVERAGE PART
E014BASIC-1200	CONFIRMED RELEASE COVERAGE-STORAGE TANK POLLUTION LIABILITY COVERAGE
E038-1200	SCHEDULE OF FACILITIES ENDORSEMENT-STORAGE TANK POLLUTION LIABILITY COVERAGE
E047CERTPP-0414	CERTIFICATE OF INSURANCE
E091-0904	WAR EXCLUSION
IL0021EPP-0700	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
PP-0808	STORAGE TANK POLLUTION LIABILITY POLICY
ILP001-0104	U.S. TREASURY DEPT'S "OFAC" ADVISORY NOTICE TO POLICYHOLDERS

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

Acceptance or Rejection of Terrorism Insurance Coverage

You must accept or reject this insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

☐ Coverage acceptance:

I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act for a Prospective annual premium of 5% of the total policy premium, subject to \$100 minimum. I understand that I will not have coverage for losses arising from any non-certified acts of terrorism.

☒ Coverage rejection:

OR

I hereby decline to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. I understand that I will not have coverage for any losses arising from either certified or non-certified acts of terrorism.

Signature on File

Policyholder/Applicants Signature -
Must be person authorized to sign for all insureds.
On File

Print Name

930 Port Street, Inc.

Named Insured

On File

DATE

COLONY INSURANCE COMPANY
Insurance Company

(b) (6)

Policy Number

On File

Submission Number

19011

Producer Number

DANA INSURANCE & RISK MANAGEMENT, INC.

Producer Name

9-B W. Ridgely Road Suite 100

Street Address

Timonium, MD 21093

City, State, Zip

The producer shown above is the wholesale insurance broker your insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.

Administrative access is limited not only to authorized employees but also to specific remote administration protocols and IP addresses. All employees with access to personally identifiable information have been advised of Argo Group's security policies and practices. Argo Group will continue to conduct internal audits of its security systems and make all necessary enhancements to ensure the safety of the website and its users. No method of transmission over the Internet or method of electronic storage is 100% secure; therefore, while Argo Group uses commercially acceptable means to protect your information, we cannot guarantee absolute security.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of Social Security numbers and other protected nonpublic personal information is expected to immediately report such behavior to the General Counsel for further action.

Corrected/Updated Information

This policy applies to certain insureds of Argo Group, including but not limited to worker's compensation claimants. If you have any questions about this Privacy Policy, please contact:

General Counsel
Argo Group US, Inc.
P.O. Box 469011
San Antonio, Texas 78246
(210) 321-8400

*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Southwest Insurance Company; Argonaut-Midwest Insurance Company; Argonaut Great Central Insurance Company; Argonaut Limited Risk Insurance Company; ARIS Title Insurance Corporation; Select Markets Insurance Company; Colony Insurance Company; Colony National Insurance Company; Colony Specialty Insurance Company; Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Grocers Insurance Agency, Inc.; Central Insurance Management, Inc.; Alteris Insurance Services, Inc.; Trident Insurance Services, Inc.; Commercial Deposit Insurance Agency, Inc.; Sonoma Risk Management, LLC; John Sutak Insurance Brokers, Inc.; Colony Management Services, Inc.; Argonaut Management Services, Inc.; and Argonaut Claims Management, LLC. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.



ARGO GROUP US

Get there together

Privacy Policy

Argo Group US, Inc. ("Argo Group") recognizes the importance of maintaining the privacy of our customers and the confidentiality of each individual's nonpublic personal information, including Social Security numbers. We take seriously the responsibility that accompanies our collection of nonpublic personal information, including Social Security numbers. Accordingly, Argo's corporate policy is to protect the privacy and confidentiality of our consumers and their nonpublic personal information as required by law.

Information Collection and Use

In order to conveniently and effectively provide and service the insurance products we sell, we may collect and use Social Security numbers and other nonpublic personal information. As such, this policy does not prohibit the collection or use of Social Security numbers and nonpublic personal information where legally authorized and/or required. This policy complies with the requirements of the Gramm-Leach-Bliley Act (GLBA) and applicable federal and state laws and regulations implementing the act. Such laws impose certain obligations upon third persons and organizations with which we share nonpublic personal information of our consumers, customers, former customers, or claimants. Accordingly, we prohibit the unauthorized disclosure of Social Security numbers and other protected nonpublic personal information, except as legally required or authorized.

Information Sharing and Disclosure

Argo Group does not rent, sell or share your personally identifiable information with nonaffiliated third parties. Argo Group may, however, share personally identifiable information with third-party contractors. These third-party contractors are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees.

Finally, Argo Group may transfer information, including any personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

In order to protect your nonpublic personal information, we limit access to nonpublic personal information by only allowing authorized personnel to have access to such information. Furthermore, we maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's protected information are destroyed before disposal; this destruction process includes the shredding of print and disposable media and deletion of electronic media. Argo Group has security measures in place to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged both on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting facility.

SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company



President



Secretary

STORAGE TANK POLLUTION LIABILITY COVERAGE PART

This coverage part consists of this Declarations form, the Storage Tank Pollution Corrective Action Costs And Liability Coverage Form and the endorsements indicated as applicable. (See COMMON POLICY DECLARATIONS for items 1 and 2.)

POLICY NO. (b) (6)

NAMED INSURED: 930 Port Street, Inc. dba Commercial Fuel Systems In

3. LIMITS OF INSURANCE

Each Claim:

(b) (6)

Aggregate Policy Limit:

Deductible (Each Claim):

(b) (6)

RETROACTIVE DATE

Retroactive Date: 09/20/16 12:01 A.M. standard time at your mailing address shown in Item 1 of the Common Policy Declarations
(Enter Date or "None" if no Retroactive Date Applies)

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
Gasoline Stations - Self-Serve	350-13454	Number of Tanks 4	Incl.		(b) (6)
4. FORMS/ ENDORSEMENTS APPLICABLE: See U001 - Schedule of Forms and Endorsements				TOTAL PREMIUM FOR THIS COVERAGE PART	(b) (6)
5. FORM OF BUSINESS: CORPORATION Audit Period: Annual unless otherwise stated: FLAT					

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager
Colony Insurance Company,
Colony National Insurance Company, or
Colony Specialty Insurance Company
8720 Stony Point Parkway, Suite 400
Richmond, Virginia 23235

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel
Colony Insurance Company,
Colony National Insurance Company, or
Colony Specialty Insurance Company
P.O. Box 469011
San Antonio, Texas 78246

Where required by statute, regulation, or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

STORAGE TANK POLLUTION LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE READ CAREFULLY.

PROVISIONS

In consideration of payment of the premium, in reliance upon the statements in the Declarations, Endorsements and Application made a part hereof, and subject to all the terms, Conditions, Notice of Claim provisions, Deductible, Limits of Insurance and Exclusions of this Policy, the Company agrees with the Named Insured shown in the Declarations as follows:

I. INSURING AGREEMENT

A. The Company will pay, in excess of the Deductible shown in the Declarations, those sums the Insured becomes legally obligated to pay as:

1. "corrective action costs"; and
2. "bodily injury" or "property damage", because of a "release" of a "petroleum product" from a "storage tank system" at a "scheduled facility" to which this insurance applies.

B. The Company will have the right and duty to defend the Insured against a "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage". However, the Company will have no duty to defend the Insured against any "claim" seeking "corrective action costs", "bodily injury" or "property damage" to which this insurance does not apply. The Company may, at its discretion, investigate any "release" and settle any "claim" that may result. But:

1. The amount the Company will pay damages is limited as described in **IV. LIMITS OF INSURANCE.**

2. The Company's right and duty to defend end when the Company has used the applicable limit of insurance in the payment of "corrective action costs" or damages because of "bodily injury" or "property damage"; and

3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **II. SUPPLEMENTAL PAYMENTS.**

C. This insurance applies only if:

1. The "release" emanates from a scheduled "storage tank system" at a "scheduled facility";
2. The "release" first commences subsequent to the Policy effective date or retroactive date, if applicable; and
3. The "release" is reported in writing to the Company subsequent to the effective date and prior to the expiration date of the Policy or Extended Reporting Periods, if applicable.

D. All "claims" for "corrective action costs" or for "bodily injury" or "property damage" from the "release" will be deemed to have been made at the time the first of those "claims" is made against any Insured and reported to the Company.

II. SUPPLEMENTAL PAYMENTS

A. The Company will pay, with respect to any "claim" it investigates or settles or any suit against an Insured that is defended:

1. All expenses the Company incurs.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Company does not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at the Company's request to assist in the investigation or defense of a "claim" or suit, including actual loss of earnings up to \$100 a day because of time away from work.

4. All costs taxed against the insured in a suit.
5. Prejudgment interest awarded against an insured on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of insurance, it will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

III. WHO IS AN INSURED

If designated in the Declarations as:

1. An individual, the individual and their spouse are insureds, but only with respect to the conduct of a business of which the individual is the sole owner.
2. A partnership or joint venture, the partnership or joint venture is an insured. Members and partners of the business and their spouses are also insureds, but only with respect to the conduct of the business.
3. A limited liability company, the limited liability company is an insured. Its members are also insureds, but only with respect to the conduct of the business. Managers are insureds, but only with respect to their duties as managers of the business.
4. An organization other than a partnership, joint venture or limited liability company, the organization is an insured. Executive officers and directors are insureds, but only with respect to their duties as officers or directors of the organization. Stockholders are also insureds, but only with respect to their liability as stockholders.
5. Employees, other than either executive officers (if the organization is other than a partnership, joint venture or limited liability company) or managers (if the business is a limited liability company) are insureds, but only for acts within the scope of their employment by the business or while performing duties related to the conduct of the business.

IV. LIMITS OF INSURANCE

- A. The Company's total liability for all "claims" first reported to the Company during the "policy period" and the Basic and Supplemental Extended Reporting Periods, if applicable, shall not exceed the Limit of Insurance shown in the Declarations as applicable to the Aggregate Policy Limit of Insurance. The insured's purchase of a Supplemental Extended Reporting Period described in X. **EXTENDED REPORTING PERIODS** shall not reinstate or increase the Aggregate Policy Limit of Insurance of this Policy

Subject to the foregoing, the Company will pay covered "claims" in excess of the Deductible amount as shown in the Declarations up to but not exceeding the Each Claim Limit.

- B. Regardless of the number of "claims", claimants or insureds, the Company's total liability for "claims" during one or more "policy periods" arising out of the same, intermittent, interrelated, associated, repeated or continuous "release" shall be considered a single "claim" subject to the Each Claim Limit of Insurance shown in the Declarations of the Policy in effect when the first "claim" is reported to the Company, and shall be deemed first reported to the Company during the "policy period" in which the initial "claim" is first reported to the Company.
- C. Multiple "claims": The inclusion herein of more than one insured or the making of "claims" or the bringing of suit by more than one person or organization shall not operate to increase the Company's Limit.

of Insurance. One or more "claims" arising out of the same or related "release" shall be considered a single "claim", and the Limit of Insurance shown in the Declarations as applicable to Each Claim shall apply. Only one Deductible shall apply thereto.

D. For the purpose of complying with Certificates of Insurance required by state or federal government with regard to environmental protection laws and regulations, a single or continuous, intermittent, interrelated, associated or repeated "release" as defined in the Policy shall be considered an occurrence to which the Each Claim Limit shown in the Declarations shall apply.

V. DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

A. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

B. "Claim" means:

1. Under I. Insuring Agreement, A.1., written notice to the Company during the "policy period" of a "release" of a "petroleum product" from a scheduled "storage tank system" at a "scheduled facility"; or

2. Under I. Insuring Agreement, A.2., written notice to the Company during the "policy period" of any statement of potential responsibility or demand for money made against the Insured alleging damages because of "bodily injury" or "property damage" arising out of a "release" of a "petroleum product" from a scheduled "storage tank system" at a "scheduled facility".

C. "Corrective action costs" means reasonable and necessary expenses to evaluate, monitor, analyze, remedy, remove, abate or neutralize a "release" of a "petroleum product".

D. "Loading or unloading" means:

1. The delivery of a "petroleum product" to a scheduled "storage tank system"; or

2. The dispensing of a "petroleum product" from a scheduled "storage tank system" to customers of the insured.

E. "Motor vehicle" means any land motor vehicle, trailer or semitrailer designed for travel on public roads.

F. "Petroleum product" means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived therefrom.

G. "Policy period" means the period shown as such in the Declarations, unless earlier canceled pursuant to IX. CONDITIONS, G. of this Policy.

H. "Property damage" means:

1. Physical injury to or destruction of tangible property, including the loss of use thereof; and

2. The reduction in the fair market value of real or personal property not owned, leased or otherwise under the control of any insured.

I. "Release" means spilling, leaking, emitting, discharging, escaping or leaching.

J. "Scheduled facility" means any location shown in the Schedule of Facilities endorsement attached to this Policy.

K. "Storage tank system" means:

1. An underground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain an accumulation of regulated substances, where the volume of the tank and piping is 10 percent or more beneath the surface of the ground; and

2. An above ground storage tank or combination of tanks and associated piping, including any attached dispenser(s), that is used to contain.

an accumulation of regulated substances, where the volume of the tank and piping is more than 90 percent above the surface of the ground that are scheduled on the Policy.

- L. "Theft" means the unlawful taking of any "petroleum product" from any "storage tank system" at the "scheduled facilities" to the deprivation of the insured.
- M. "Vandalism" means the willful and malicious damage to or destruction of any "storage tank system" at the "scheduled facilities".
- N. "Water damage" means damage to any "storage tank system" at the "scheduled facilities" caused by:
 - 1. Flood, surface waters, waves, tides, tidal waves, mudflow, overflow of any body of water, or their spray, all whether driven by wind or not;
 - 2. Water under the ground surface pressing on, flowing or seeping through, or flowing on, under, above or around any "storage tank system"; or
 - 3. Water that enters the "storage tank system" or that causes the "storage tank system" to float.

VI. EXCLUSIONS

This Policy does not apply to:

- A. Any "release" known to the insured prior to the effective date of the "policy period".
 - B. Any "claim" based on or arising out of the insured's obligation to pay damages by reason of assumption of liability in a contract or agreement unless the insured is otherwise legally obligated in the absence of the contract or agreement.
 - C. Any "claim" submitted by an employee, partner, shareholder or joint venturer of any insured or by a business enterprise or individual or its agents, employees, assignees or subrogees that wholly or partly owns, leases, operates, manages or otherwise controls the insured.
 - D. Any "claim" based on or arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law.
 - E. Any "claim" based on or arising out of "bodily injury" to:
 - 1. An employee of the insured arising out of and in the course of:
 - a. Employment by the insured; or
 - b. Performing duties related to the conduct of the insured's business; or
 - 2. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph 1 above.
- This exclusion applies:
- 1. Whether the insured may be liable as an employer or in any other capacity; and
 - 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- F. Any "claim" based on or arising out of any knowingly unlawful, dishonest, fraudulent, criminal, malicious or wrongful act, error or omission committed by, at the direction of or with the knowledge of an insured, its agents, contractors or consultants, whether or not such act is committed in the course and scope of employment or duties with or on behalf of the insured.
 - G. Any "claim" based on or arising out of the ownership, entrustment, use, operation, "loading or unloading" of any "motor vehicle", aircraft, watercraft or rolling stock, but this exclusion does not apply to the delivery of a "petroleum product" to a scheduled "storage tank system".
 - H. Any "claim" based on or arising out of the intentional, willful or deliberate non-compliance with or the reckless disregard of any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, court order, executive order or instruction of

any governmental agency or body where the insured caused, aided, assisted, encouraged or concealed such non-compliance.

I. Any "claim" based on or arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

J. Any "claim" based on or arising out of a "release" commencing after the date any "scheduled facility" and/or "storage tank system" is sold, abandoned, given away, leased, subleased or ceases to be operated by or otherwise under the control of the insured.

K. Any "claim" based on or arising out of any costs, charges or expenses the insured incurs in the operation or maintenance of any "scheduled facility".

L. Any costs, charges or expenses for the reconditioning or replacement of any "petroleum products".

M. Any costs, charges or expenses to repair, upgrade, rebuild, replace, recondition, maintain, or close any "storage tank system".

N. Any "claim" for punitive, exemplary or multiplied compensatory damages or statutory assessments or any civil, administrative or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.

O. Any "claim" based on or arising out of a "release" that is intended or expected from the standpoint of the insured.

P. Any "claim" based on or arising out of an intermittent, interrelated, associated, repeated or continuous "release" first commencing prior to the retroactive date.

Q. Any "claim" based on or arising out of any act or attempted act of "theft".

R. Any "claim" based on or arising out of any act or attempted act of "vandalism".

S. Any "claim" based on or arising out of "water damage".

T. Any "claim" based on or arising out of a "release" of a "petroleum product" from an above ground "storage tank system" caused by, resulting from, contributed to or aggravated by earth movement, including, but not limited to, earthquake, landslide, mudflow, earth sinking, earth rising or shifting.

However, this exclusion applies only if the total capacity of all above ground "storage tank systems" at the "scheduled facilities" is equal to or exceeds 1,000 gallons.

VII. TERRITORY

This Policy only applies to "claims" which are brought in the United States, its territories or possessions, or Canada.

VIII. NOTICE OF CLAIM

The insured shall provide written notice to the Company as soon as practicable following any "claim" or any event which the insured shall have reason to believe might result in a "claim". The insured shall also include in such written notice details of the "release" or event.

The insured shall notify the Company in writing of any of the following:

1. Any "claim" or suit made against or received by the insured;
2. Any action or proceeding which may impose a legal obligation on the insured for a "claim";
3. Any conditions, events or circumstances that may give rise to a "claim" that, if first reported to the Company during the "policy period", may be covered by this Policy; or
4. Any conditions, events or circumstances for which notification to any governmental agency is required.

IX. CONDITIONS

A. Changes: Notice to any agent or knowledge possessed by any agent or by any other personnel shall not effect a waiver or change any part of this Policy or prevent the Company from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by Endorsement issued by the Company.

B. Other Insurance: In the event other valid and collectible insurance issued by another insurer exists with respect to "claims" asserted under this Policy, the insurance afforded by this Policy shall apply as follows:

1. This insurance shall apply as excess insurance over any other valid and collectible insurance, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend.

2. Where this insurance is excess over other valid and collectible insurance, the Company will pay only its share of the amount of the "claim", if any, that exceeds that total amount that all such other insurance will pay for the "claim" in the absence of this insurance.

The insured shall, upon request, promptly provide the Company with copies of all policies potentially applicable to a "claim" covered by this Policy.

C. Inspection and Audit: The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the insured's property or operations, at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on the insured's behalf or others, to determine or warrant that property or operations are safe, healthful or conform

to acceptable engineering practice or are in compliance with any law, rule or regulation. The Company may examine, audit, copy and inspect the insured's books, records and services at any time during the "policy period" and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this Policy including the right to charge additional premium and the right to withdraw, rescind or void the Policy, if its examination, audit or inspection reveals any material risk, hazard or condition that is not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

D. Assignment: Assignment of interests under this Policy shall not bind the Company, except by Endorsement issued by the Company and made a part of this Policy.

E. First Named Insured as Sole Representative: The First Named Insured shall act on behalf of all insureds with respect to completing the Application for this insurance, including representing the truth and completeness of all information as required in IX. CONDITIONS, M., giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase the Supplemental Extended Reporting Period described in X. EXTENDED REPORTING PERIODS.

F. Insolvency of the insured: Bankruptcy or insolvency of the insured or the insured's estate shall not relieve the Company of any of its obligations hereunder.

G. Cancellation and Non-Renewal: This Policy may be canceled by the First Named insured by surrender thereof to the Company or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing by Certified Mail Return Receipt Requested a written notice to the First Named Insured at the address shown in this Policy. The effective date of such cancellation shall be not less than 60 days (ten days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".

Delivery of such written notice either by the First Named Insured or by the Company shall be equivalent to mailing. If notice is mailed by Certified Mail, the Return Receipt shall be sufficient proof of notice. If this Policy is issued to comply with any law or regulation which requires notice of cancellation to any governmental body, cancellation shall not be effective until the required notice has been provided by the Named Insured or the Company.

If the Company cancels this Policy, unearned premium shall be computed prorata; if the First Named Insured cancels, the unearned premium shall be the customary short rate proportion of the premium. In either event, the applicable unearned premium shall be returned to the Named Insured as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

If the Company elects not to renew this Policy for an additional "policy period", the Company shall mail written notice to the First Named Insured at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 60 days prior to the end of the "policy period".

H. Action against Company: No action by

the insured shall be taken against the Company:

1. Unless written notice of intent is made to the Company by the insured 90 days prior to suit, and as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy; and
2. Until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual administrative proceeding or trial and appeal, if any, or by written agreement of the insured, the claimant, and the Company.

No person or organization shall have any right under this Policy to join the Company as a party to any action against the insured to determine the insured's liability nor shall the Company be impleaded by the insured or its legal representative.

I. Subrogation: In the event the Company makes any payment under this Policy, the Company shall be subrogated to all the insured's rights of recovery thereof against any person or organization. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising under this Policy after expenses incurred in such subrogation proceeding are deducted by the party bearing the expense shall accrue to the insured and the Company in proportion to each amount actually paid as a result of the judgment, settlement or defense of a "claim".

J. Assistance and Cooperation: The insured shall:

1. Cooperate with the Company and upon our request shall produce all requested information and documentation, within a reasonable time;

2. Submit to examinations and interrogations by the Company's representative, under oath if required;
 3. Attend hearings, depositions and trials; and
 4. Assist in effecting settlements and securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits. The insured shall not, except at its own cost, make any payment or admit any liability for any "claims". The insured shall not, except with the approval of the Company, undertake any corrective action on its own behalf or engage any person or entity to provide such services.
- K. Duty of Named Insured to Report Changes: At all times during the "policy period", the Named Insured shall have the duty to notify the Company promptly of any change in the ownership of the Named Insured or a "scheduled facility". Notwithstanding such notice, no coverage is afforded by this Policy with respect to any "scheduled facility" which is not shown in the Declarations or by Endorsement issued by the Company.
- L. Representations: By acceptance of this Policy, the Named insured agrees that:
1. this policy consists of the Declarations, the coverage forms, all endorsements attached to the policy, the completed and signed application and all supplementary information and statements the insured has provided to the Company;
 2. all of the information and statements provided to the Company by the insured are true, accurate and complete. This policy has been issued in reliance upon the truth and accuracy of those representations;
 3. no concealment, misrepresentation or fraud shall avoid or defeat recovery under this policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this policy which, if

known by the Company, would have led the Company to refuse to enter into this contract at its current terms, conditions or pricing, or to provide coverage for a "claim" hereunder, will be deemed material; and

4. material concealment, fraud or misrepresentation may result in the denial of a "claim" under this Policy and/or the rescission of this Policy.

X. EXTENDED REPORTING PERIODS

In the event this Policy is canceled or non-renewed by the Named Insured or the Company, the Named Insured may be entitled to the following extensions of coverage.

A. Basic Extended Reporting Period

1. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for 180 days. This extension of coverage does not apply if coverage for the "claim" seeking "corrective action costs" or damages because of "bodily injury" or "property damage" is provided by other insurance.

B. Supplemental Extended Reporting Period

1. A Supplemental Extended Reporting Period of 2 years is available, but only by endorsement and for an extra charge of not more than 100% of the expiring annual premium.
2. The Named Insured must give the Company a written request for the endorsement within 15 days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless the Named Insured pays the additional premium promptly when due.
3. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting period set forth in paragraph A. above ends.

However, there shall be no entitlement to these extensions if coverage is terminated due to the Named Insured's non-payment of the premium or Deductible or for failure to comply with the terms and Conditions of the Policy.

These extensions of coverage shall be subject apply to "claims" first made against the insured and reported to the Company that result from a "release" of a "petroleum product" emanating from a scheduled "storage tank system" at a "scheduled facility" that first commences subsequent to the Policy effective date or retroactive date, if any, and before the end of the "policy period".

The fact that the period during which "claims" may be reported to the Company under this Policy is extended by virtue of the Basic and Supplemental Extended Reporting Periods does not in any way increase the Limits of Insurance of this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONFIRMED RELEASE COVERAGE

STORAGE TANK POLLUTION LIABILITY COVERAGE

(BASIC FORM)

It is agreed that Article I. INSURING AGREEMENT is modified as follows:

I. INSURING AGREEMENT

A. The Company will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay as:

1. "corrective action costs", and
2. "bodily injury" or "property damage"

because of a "confirmed release" of a "petroleum product" from a "storage tank system" at a "scheduled facility" to which this insurance applies.

B. The Company will have the right and duty to defend the Insured against a "claim" seeking "corrective action costs" and "bodily injury" or "property damage". However, the Company will have no duty to defend the Insured against any "claim" seeking "corrective action costs", "bodily injury" or "property damage" to which this insurance does not apply. The Company may, at its discretion, investigate any "release" and settle any "claim" that may result. But:

1. The amount the Company will pay for damages is limited as described in Article IV. LIMITS OF INSURANCE;
2. The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of "corrective action costs" or "bodily injury" or "property damage"; and
3. No other obligation of liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplemental Payments.

C. This Insurance applies only if:

1. The "confirmed release" emanates from a scheduled "storage tank system" at a "scheduled facility";
2. The "confirmed release" first commences subsequent to the Policy effective date or retroactive date, if applicable; and
3. The "confirmed release" is reported in writing to the Company subsequent to the effective date and prior to the expiration date of the Policy or Extended Reporting Periods, if applicable.

D. All "claims" for "corrective action costs" or for "bodily injury" or "property damage" from the "confirmed release" will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to the Company.

For the purpose of this Endorsement the following Definitions apply:

"Corrective Action Costs" means expenses to evaluate, analyze, remedy, remove, abate, neutralize or monitor a "Confirmed Release".

"Confirmed Release" means a "Release" that has been investigated and confirmed by or on behalf of the insured by performing a "Storage Tank System" tightness test or site check in accordance with 40 CFR §280.52 or other applicable state regulation or statute.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION AND ENVIRONMENTAL PROFESSIONAL LIABILITY POLICY
CONTRACTORS POLLUTION LIABILITY POLICY
SITE POLLUTION CLEANUP LIABILITY POLICY
ENVIRONMENTAL CONSULTANTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY
SITE POLLUTION LIABILITY POLICY
STORAGE TANK POLLUTION LIABILITY POLICY
HEATING OIL TANK SERVICE CONTRACT LIABILITY POLICY

Exclusion I. is replaced by the following:

This Policy does not apply to:

I. Any "claim" arising, directly or indirectly, out of:

War, including:

- a. undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- d. strike, riot, civil commotion, confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government, public or local authority.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION AND ENVIRONMENTAL PROFESSIONAL LIABILITY POLICY
CONTRACTORS POLLUTION LIABILITY POLICY SITE POLLUTION CLEANUP LIABILITY POLICY
ENVIRONMENTAL CONSULTANTS AND ENGINEERS PROFESSIONAL LIABILITY POLICY SITE
POLLUTION LIABILITY POLICY STORAGE TANK POLLUTION LIABILITY POLICY WASHINGTON
STORAGE TANK POLLUTION LIABILITY POLICY

A. The following exclusion is added:

TERRORISM AND PUNITIVE DAMAGES

This insurance does not apply to any "claim" arising, directly or indirectly, out of:

1. A "certified act of terrorism" or an "other act of terrorism", including any action taken in hindering or defending against an actual or expected incident of a "certified act of terrorism" or an "other act of terrorism"; or
2. Any act of terrorism:
 - a. that involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - b. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage in 1. or 2. above; including

3. Damages arising, directly or indirectly, out of 1. or 2. above that are awarded as punitive damages.

B. In the event of an act of terrorism, a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

C. The **DEFINITIONS** section is amended and the following added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

A. This Insurance does not apply:

1. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage":

a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or

b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which

(1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Liability Coverage, to "corrective action costs", "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

a. The "nuclear material"

(1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or
(2) has been discharged or dispersed therefrom;

b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

b. The "corrective action costs", "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this endorsement:

1. "Hazardous properties" includes radioactive, toxic or explosive properties.

2. "Nuclear material" means "source material", "special nuclear material" or "by-product material".

3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

5. "Waste" means any waste material

a. containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and

b. resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for

(1) separating the isotopes of uranium or plutonium,

(2) processing or utilizing "spent fuel", or

(3) handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

8. "Property damage" includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM PREMIUM

The following additional policy Conditions supersede any other policy Conditions regarding a minimum premium for this Policy and any provisions within the Cancellation and Non-Renewal Condition regarding the computation of unearned premium:

Policy Premium

Policy Premium means the premium that is calculated as follows:

1. The total policy premium as shown in the policy Declarations, plus
2. Any premium adjustment by endorsements, plus
3. Any additional premium developed by audit.

Audits

Audits will not reduce the policy premium. The due date for audit premium is the date shown as the due date on the bill.

Cancellation and Minimum Earned Premium

1. If you cancel this Policy, the return premium will be 90% of the unearned premium. However, as a minimum earned premium, we will retain no less than 25% of the policy premium.
2. If we cancel the Policy:
 - a. for non-payment of premium, the earned premium will be computed pro rata based on the length of the cancelled policy term; however, as a minimum earned premium, we will retain no less than 25% of the policy premium; or
 - b. for any reason other than non-payment of premium, the earned premium will be computed pro rata based on the length of the cancelled policy term and the minimum earned premium as stated in Paragraph 2.a. above shall not apply.

Any unearned premium will be returned as soon as possible.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverage's you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other Insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CERTIFICATE OF INSURANCE

NAME: See Schedule of Facilities Endorsement (E038)

ADDRESS: See Schedule of Facilities Endorsement (E038)

POLICY NUMBER: (b) (6)

PERIOD OF
COVERAGE: 09/20/17 TO 09/20/18

NAME OF INSURER: Colony Insurance Company
8720 Stony Point Parkway, Suite 300
Richmond, Virginia 23235
Tel. (800) 577-6614

NAME OF INSURED: 930 Port Street, Inc.
dba Commercial Fuel Systems In

ADDRESS OF INSURED: 28102 Baileys Neck Road
Easton, MD 21601

CERTIFICATION:

1. COLONY INSURANCE COMPANY, the Insurer, as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

See Schedule of Facilities Endorsement (E038)

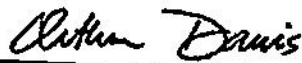
For "corrective action costs" and/or compensation third parties for "bodily injury" and "property damage" caused by either sudden accidental releases or non-sudden accidental releases or accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating underground storage tank(s) identified above.

The Limits of Insurance are (b) (6) each occurrence and (b) (6) aggregate policy limit, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under see above. The effective date of the policy is 09/20/17.

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- A. Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this certificate applies.
 - B. The insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement from the insured for any such payment made by the insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95-280.102.
 - C. Whenever requested by a director of an implementing agency, the insurer agrees to furnish to the Director a signed duplicate original of the policy and all endorsements.

- D. Cancellation or any other termination of the insurance by the insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- E. The insurance covers claims otherwise covered by the policy that are reported to the insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of insurance, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97(b)(2) and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines Insurer, in one or more states.



Arthur Davis
Authorized Representative
COLONY INSURANCE COMPANY

General Mailing Address:
General Counsel
Argo Group US, Inc.
P. O. Box 469011
San Antonio, Texas 78246

Courier Address only (Fed Ex/ UPS):
8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

Telephone #: 1-877-474-8808
E-mail Address: claimreportingva@colonyspecialty.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FACILITIES ENDORSEMENT

STORAGE TANK POLLUTION LIABILITY COVERAGE

It is agreed that coverage is provided for the "Storage Tank Systems" at the "Scheduled Facility(ies)" listed below:

<u>SCHEDULED FACILITY(IES)</u>	<u>NUMBER OF STORAGE TANK SYSTEM(S)</u>	<u>RETRO DATE(S)</u>
930 Port Street Easton, MD 21601	2 1994 UNDERGROUND 8,000 GALLON GASOHOL	09/20/16
	1 1994 UNDERGROUND 8,000 GALLON GASOHOL / DIESEL	09/20/16
	1 1995 UNDERGROUND 8,000 GALLON GASOHOL	09/20/16